

INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA
AND
ARIZONA OFFICE OF TOURISM

THIS AGREEMENT is entered into to date February 16th 2007, pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the ARIZONA OFFICE OF TOURISM acting by and through its DIRECTOR, ("Arizona Office of Tourism").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section §28-401 to enter into this Agreement and has delegated to the undersigned the authority to execute this Agreement on behalf of the State.

2. Arizona Office of Tourism is empowered by Arizona Revised Statutes Section §41-513 to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of Arizona Office of Tourism.

3. The State will be working with Arizona Office of Tourism for repair/construction work to the Arizona Office of Tourism Welcome Center at Painted Cliffs Rest Area as determined in the Preservation Study Report hereinafter referred to as the "Project". The Arizona Office of Tourism will reimburse the State for work done to the building currently estimated at \$30,000.00, and shall be responsible for the continuing maintenance and electrical operations of the building. The Scope of Work outlines each party's responsibility in this Agreement.

4. The parties hereby agree to and acknowledge the following conditions: a) The estimated monetary amounts of this Agreement are subject to change and can change substantially before completion of the Project; and b) The parties shall perform their responsibilities consistent with this Agreement and any change or modification to the Project will only occur with the mutual written consent of the parties.

THEREFORE, in consideration of the mutual covenants expressed herein, it is further agreed as follows:

NO. 28724
Filed with the Secretary of State
Date Filed: 2-16-07
Genie K. Brown
Secretary of State
By: [Signature]

II. SCOPE OF WORK

1. The State Shall:

a. Prepare design plans, specifications and other such documents and services required for construction bidding and construction of the Project, and submits it to Arizona Office of Tourism for comments as appropriate.

b. Advertise for bids and award one or more construction contract(s) for the Project. Administer contracts for the Project and make all payments to the contractor(s). Be responsible for Project cost increases that are directly attributable to State's actions causing delay or other wise impeding the completion of the Project.

c. Upon completion of the Project perform the final inspection and notify the Arizona Office of Tourism that the Project has been constructed in accordance with the Project documents and is satisfactorily completed.

d. Invoice the Arizona Office of Tourism for the actual incurred costs, currently estimated at \$30,000.00 for the repair and construction work at Painted Cliffs Welcome Center.

e. Provide appropriate signage to direct travelers to temporary Welcome Center facilities for the duration of the Painted Cliffs Rest Area closure.

2. Arizona Office of Tourism Shall:

a. Review the design documents required for construction of the Project, and provide comments to the State as appropriate.

b. Confer with and obtain written consent from the State on Project-related contract modifications, additional costs shall require prior approval of the State.

c. Be responsible for Project cost increases that are directly attributable to Arizona Office of Tourism's actions causing delay or other wise impeding the completion of the Project.

d. Upon satisfactory completion of construction, approve and accept the Project.

e. Arizona Office of Tourism hereto, accepts all responsibility for the continuing maintenance and electrical operations of the Welcome Center building.

f. Remit payment to the State upon receipt of an invoice, for the actual costs incurred and currently estimated at \$30,000.00 for the repair and construction work at Painted Cliffs Welcome Center.

III. MISCELLANEOUS PROVISIONS

1. The terms, conditions and provisions of this Agreement shall remain in force and effect until Project completion and reimbursements; provided herein. However, the Arizona Office of Tourism shall provide any provisions for the maintenance and electrical operations of the building. This Agreement may be cancelled prior to the award of the project construction contract, upon a thirty (30) day written notice to the other party herein. It is understood and agreed that, in the event that the Arizona Office of Tourism cancels this Agreement, the State shall in no way be obligated for the maintenance and electrical operations of the building.

2. This Agreement shall become effective upon filing with the Secretary of State.
3. This Agreement may be cancelled in accordance with Arizona Revised Statutes Sections 38-511.
4. In the event of any controversy, which may arise out of this Agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Sections 12-1518
5. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.
6. This Agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36. The parties to this Agreement shall comply with Executive Order Number 99-4 issued by the Governor of the State of Arizona and incorporated herein by reference regarding "Non-Discrimination".
7. Non-Availability of Funds: Every payment obligation of the State under this contract is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the State at the end of the period for which the funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.
8. In the event of any controversy, which may arise out of this Agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.
9. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:
- | | |
|---------------------------------------|-------------------------------|
| Arizona Department of Transportation | Arizona Office of Tourism |
| Joint Project Administration | 1110 W. Washington, Suite 155 |
| 205 South 17th Avenue, Mail Drop 616E | Phoenix, Arizona 85007 |
| Phoenix, AZ. 85007 FAX (602) 712-7424 | Att : Linda Yuhas |
| | (602) 364-3718 |
10. Pursuant to Arizona Revised Statutes, Section 11-952 (D), attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this Agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written


ARIZONA OFFICE OF TOURISM

STATE OF ARIZONA

Department of Transportation

By Margi A Emmermann
MARGIE A EMMERMANN
Director

By Sam Maroufihani
SAM MAROUFIHANI, P.E.
Deputy State Engineer, Development

<p>TERRY GODDARD Attorney General</p>	<p style="text-align: center;"> OFFICE OF THE ATTORNEY GENERAL STATE OF ARIZONA</p>	<p>CIVIL DIVISION TRANSPORTATION SECTION Writer's Direct Line: 602.542.8855 Facsimile: 602.542.3646 E-mail: Susan.Davis@azag.gov</p>
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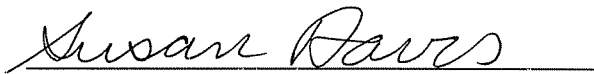
INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A.G. Contract No. KR05-1318TRN (**JPA 05-087**), an Agreement between public agencies, i.e., The State of Arizona and Arizona Office of Tourism, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the Undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining Parties, other than the State or its agencies, to enter into said Agreement.

DATED: February 13, 2007

TERRY GODDARD
Attorney General


SUSAN E. DAVIS
Assistant Attorney General
Transportation Section

SED:mjf:999803
Attachment